# SECTION-04: FORMATS OF ANNEXURES

| NO. | DESCRIPTION |
|---|---|
| 1. | Form of Tender |
| 2. | Proforma of No Deviation Certificate |
| 3. | Proforma of Bank Guarantee/ Insurance Surety Bond for EMD (Bid Security) |
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| 7. | Proforma of Agreement. |
| 8. | Proforma of Power of Attorney |
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| 14. | MANUFACTURERS AUTHORIZATION FORM |

# Form of Tender

**(To be furnished on the Bidder's Letter Head)**

**Description of the Work**:

TENDERS FOR THE WORK OF……

**……**

**……**

**Tender Enquiry No……**

**To:**

**The Chief Engineer Ele,**
**BESCOM, Bangalore Rural Area Zone,**
**No.1- 4, IT Park, 5th Floor, KSIIDC Building,**
**Rajajinagar Industrial Estate, Rajajinagar,**
**Bengaluru – 560 010**

**Sir/Madam,**

We offer to execute the works described above in accordance with the Conditions of Contract accompanying this Tender with the Contract Price quoted in Item-wise Financial Offer in e-procurement portal.

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any tender you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this Tender complies with the Tender validity and Earnest Money Deposit required by the Tender documents.

We attach herewith our current income-tax clearance certificate.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory: ……

Name of Tenderer ……

Address: ……

GSTN:……

**IMPORTANT: TO BE SUBMITTED IN SEPARATE SEALED COVER**

**(To be furnished on the Bidder's Letter Head)**

Bidder's Name & Address:

TO

**Chief Engineer Ele, BESCOM, Bangalore Rural Area Zone, No.1- 4, IT Park, 5th Floor, KSIIDC Building, Rajajinagar Industrial Estate, Rajajinagar, Bengaluru- 10**

## NO DEVIATION CERTIFICATE

With reference to our Bid Proposal No..... dated ..... for the work of ....., we hereby confirm that we have read the provisions of the Contract, the stipulation of these Clauses is acceptable to us, and we have not taken any deviation whatsoever to these Clauses:

a) **Terms of Payment:**
Section-5, Clause 37 of Conditions of Contract.

b) **Bid Security /EMD:**
Section-2, Clause 13 of Instructions to Tenderers

c) **Contract Performance Guarantee.**
Section-2, Clause 29 of Instructions to Tenderers

d) **Penalty for delay in completion:**
Section-5, Clause 41 of Conditions of Contract

e) **price adjustment:**
Section-5, Clause 40 of Conditions of Contract & Section-5, clause 10 of Contract data

f) **Defects liability period :**
Section-5, Clause 06 of Special Conditions of Contract & clause 08 of contact data.

g) **Work Schedule:**
Section-5, Clause 17 of Conditions of Contract & Section-5, clause 5 of Contract data

h) **Taxes and Duties:**

Section-5, Clause 39 of Conditions of Contract and Section-2, Clause 11.6 of Instructions to Tenderers

We further confirm that any deviation to the above Clauses at SL. No. (a) to (h) found anywhere in our Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any Cost implication whatsoever to.

Date
Place

Signature
Printed Name
Designation
Common Seal

## PROFORMA OF BANK GUARANTEE

**(To be stamped in accordance with Stamp Act of India)**

## FOR EMD/BID SECURITY

Ref.....  Bank Guarantee No.....
Date .....

**To**

**The Chief Engineer Ele,**
**BESCOM, Bangalore Rural Area Zone,**
**No.1- 4, IT Park, 5th Floor, KSIIDC Building,**
**Rajajinagar Industrial Estate, Rajajinagar,**
**Bengaluru – 560 010**

Dear Sir,

In accordance with Invitation to Bid under your Specification No.....M/s.....having its Registered/ Head Office at ..... (hereinafter called the Bidder) wish to participate in the said Bid, as a special favour, have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of Rs.....Valid up to ..... *** on behalf of Bidder in lieu of the Bid deposit required to be made by the Bidder, as a Condition precedent for participation in the said Bid.

We, the.....Bank at ..... having our Head Office at ..... (local address) Guarantee and undertake to pay immediately on demand by Bangalore Electric supply Company Limited the amount of ..... (in words & figures) merely on demand and **without any reservation, protest, demur and recourse. Any such demand made by said `Owner' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.**

This Guarantee shall be irrevocable and shall remain valid up to and including ..... (***) If any further extension of this Guarantee is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s.....on whose behalf this Guarantee is issued.

In witness whereof the Bank, through its authorized Officer, has set its hand and stamp on this .....day of.....20 .....at.....

WITNESS:

..... .  .....
(Signature)  (Signature)
.....  .....
(Name)  (Name)
.....  .....
(Official Address)  (Designation with Bank Stamp)
Attorney as per
Power of Attorney No
Date .....

**(***) This date shall be fourty (45) days after the last date for which the Bid is valid.**

# Form of Insurance Surety Bond towards EMD/Bid Security

**(To be stamped in accordance with Stamp Act of India)**

**Insurance Surety Bond No.:**

**Date:**

**To**

**The Chief Engineer Ele,**
**BESCOM, Bangalore Rural Area Zone, No.1- 4, IT Park, 5th Floor, KSIIDC Building, Rajajinagar Industrial Estate, Rajajinagar, Bengaluru- 10**

Dear Sirs,

In accordance with Invitation for Bids under your Bid Document No. ***{Tender Reference No.},*** M/s ***{***Contractor's ***Name}*** having its Registered/Head Office at ***{address}*** (hereinafter called the ' Contractor ') wish to participate in the said bid for ***{Tender Title}.***

As an irrevocable Insurance Surety Bond against Bid Security for an amount of .....(*).....valid for days from ..... (**) required to be submitted by the Contractor as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies as mentioned under the Bidding Documents.

We, the {Name of the Insurer} having our Head Office at {address of the Insurer} guarantee and undertake to pay immediately on demand by Bangalore Electricity Supply Company Limited, (hereinafter called the 'Owner') the amount of .....(*)..... without any reservation, protest, demand and recourse. Any such demand made by the 'Owner' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Contractor and/or any right/remedy available to the Contractor in terms thereof.

This Insurance Surety Bond shall be unconditional as well as irrevocable and shall remain valid up to.....(@) If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s ***{ Contractor 's Name}*** on whose behalf this Insurance Surety Bond is issued.

In witness where of the Insurer, through its authorized officer has set its hand and stamp on this ..... day of ..... 20..... at .....

.....
(Signature)

.....
(Name)

.....

(Designation with
Insurer Stamp)

Authorized Vide Power of Attorney PoA No.....

Date.....

**NOTE:**

1. (*) The amount shall be as specified in the SPC (Special Purchase Conditions) (specific monetary value of the insurance bond)

   (**) This shall be the last date of bid submission deadline.

   (@) This date shall be Forty Five (45) days after the last date for which the bid is valid.

2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.

3. The Owner shall be the Creditor, the Contractor shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.

4. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Contractor /Insurer issuing the Insurance Surety Bond.

5. While getting the Insurance Surety Bond issued, Contractors are required to ensure compliance to the points mentioned in Form of Bank Guarantee/Insurance Surety Bond Verification Check List enclosed in this Section of Bidding Documents. Further, Contractors are required to fill up this Form and enclose the same with the Insurance Surety Bond.

**PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE**

**(To be stamped in accordance with Stamp Act of India)**

Ref.....  Bank Guarantee No .....
Date .....

TO

**The Chief Engineer Ele,**
**BESCOM, Bangalore Rural Area Zone, No.1- 4, IT Park, 5th Floor, KSIIDC Building, Rajajinagar Industrial Estate, Rajajinagar, Bengaluru- 10**

Dear Sirs,

In consideration of the Bangalore Electricity Supply Company Limited , (hereinafter referred to as the Owner which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having Awarded to M/s..... with its Registered/Head Office at ..... (hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Owner's Letter of Intent to Award the Contract No.....dated..... and the same having been unequivocally accepted by the Contractor, resulting in a Contract bearing No..... dated .....valued at.....for .....(Scope of Contract) and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful Performance of the entire Contract equivalent to **5% (Five Percent)** of the **Amount put to tender (Excluding GST)** plus additional security for unbalanced tenders in accordance with Clause 25.7 of ITT and Clause 43 of the CC (Conditions of Contract) i.e., Rs.....

We ..... (Name & Address) having its Head Office at .....(hereinafter referred to as the 'Bank' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby Guarantee and undertake to pay, the Owner, merely on demand any and all monies payable by the Contractor to the extent of .....as aforesaid at any time up to .....**..... (days/Month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor.

Any such demand made by the Owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. The Bank undertakes not to revoke this Guarantee during its currency without previous consent of the Owner and further agrees that the Guarantee herein contained shall continue to be enforceable till the Owner discharges this Guarantee.

The Owner shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to extend the time for Performance of the Contract by the Contractor. The Owner shall have the fullest liberty, without affecting this Guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor or any other course or remedy or security available to the Owner. The Bank shall not be released to its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or Commission on the part of the Owner or any other indulgences shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance, without proceeding against the Contractor and notwithstanding any Security or other Guarantee the Owner may have in relation to the Contractor's liabilities.

Notwithstanding anything contained herein above our liability under this Guarantee is restricted to Rs.....and it shall remain in force up to and including .....and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s .....on whose behalf this Guarantee has been given.

Dated this .....day of .....20.....at .....

WITNESS:

| | |
|---|---|
| ..... | ..... |
| (Signature) | (Signature) |
| ..... | ..... |
| (Name) | (Name) |
| . ..... | ..... |
| (Official Address) | (Designation with Bank Stamp) |

NOTE:

** The date will be ninety (90) days after the end of Guarantee Period as specified in the Contract.

# Form of Insurance Surety Bond towards Performance Security

**(To be stamped in accordance with Stamp Act of India)**

**Insurance Surety**
**Bond No:**
**Date:**

TO

**The Chief Engineer Ele,**
**BESCOM, Bangalore Rural Area Zone, No.1- 4, IT Park, 5th Floor, KSIIDC Building, Rajajinagar Industrial Estate, Rajajinagar, Bengaluru- 10**

Dear Sirs,

In consideration of the Bangalore Electricity Supply Company Limited, (hereinafter referred to as the Owner which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having Awarded to M/s..... with its Registered/Head Office at ..... (hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Owner's Letter of Intent to Award the Contract No.....dated.....

and the same having been unequivocally accepted by the Contractor, resulting in a Contract bearing No..... dated .....valued at.....for .....(Scope of Contract) and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful Performance of the entire Contract equivalent to 5% (Five Percent) of the Amount put to tender (Excluding GST) plus additional security for unbalanced tenders in accordance with Clause 25.7 of ITT and Clause 43 of the CC (Conditions of Contract).

We ..... .[Name & Address of the Insurer] .....having its Head Office at ..... (hereinafter referred to as the 'Insurer', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any and all amount payable by the Contractor to the extent of .....(*)..... as aforesaid at any time upto.....[days/month/year] without any condition, demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Owner on the Insurer shall be conclusive and binding notwithstanding any difference between the Owner and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

The Insurer undertakes not to revoke this Insurance Surety Bond during its currency and or any period extended under the contract, without prior consent of the Owner and further agrees that the guarantee herein contained shall be

enforceable till the Owner discharges this guarantee.

The Owner shall have the fullest liberty, without affecting in any way the liability of the Insurer under this Insurance Surety Bond, from time to time to extend the performance of the Contract by the Contractor for the purpose of which, the Insurer shall be liable to extend the validity of the present Insurance Surety Bond without any demur, condition, protest and the Insurer shall at no point in time have an option of revoking the same, The Owner shall have the fullest liberty, without affecting this Insurance Surety Bond, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor or any other course or remedy or security available to the Owner. The Insurer shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Owner or any other indulgence shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Insurer.

The Insurer also agrees and undertakes that the Owner at its option shall be entitled to enforce this Insurance Surety Bond against the Insurer as a Surety, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Owner may have in relation to the Contractor’s liabilities.

Notwithstanding anything contained hereinabove our liability under this Insurance Surety Bond is restricted to .....(*) and it shall remain inforce upto and including .....(@) and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s. { Contractor's Name}on whose behalf this Insurance Surety Bond has been given.

Dated this ..... day of .....20.....
at.....

WITNESS :

1.....
.....
(Signature) (Signature)
.....

.....

(Name)
.....

(Official Address)

(Name)
.....

(Designation with Insurer Stamp) Authorised Vide Power of Attorney

No.....
Date.....
.

2. .....

(Signature)
.....
(Name)
.....
(Official Address)

Notes :(*) this sum shall be five percent **5% (Five Percent)** of the **Amount put to tender** **(Excluding GST)** plus additional security for unbalanced tenders in accordance with Clause 25.7 of ITT and Clause 43 of the CC (Conditions of Contract).

1. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).
2. The Owner shall be the Creditor, the Contractor shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
3. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e- stamp paper shall be purchased in the name of Contractor Insurer issuing the Insurance Surety Bond.
4. While getting the Insurance Surety Bond issued, the Contractor is required to ensure compliance to the points mentioned in Form of Bank Guarantee/ Insurance Surety Bond Verification Check List. Further, the Contractor is required to fill up this Form and enclose the same with the Insurance Surety Bond.

## FORM OF EXTENSION OF BANK GUARANTEE/INSURANCE SURETY BOND

Ref .....  Date .....

To,

**The Chief Engineer Ele,**
**BESCOM, Bangalore Rural Area Zone, No.1- 4, IT Park, 5th Floor, KSIIDC Building, Rajajinagar Industrial Estate, Rajajinagar, Bengaluru- 10**

Dear Sirs,

**Sub:** Extension of Bank Guarantee/ Insurance Surety Bond No .....dated .....for Rs.....[Indicate value of Bank Guarantee/ Insurance Surety Bond] favoring yourselves, expiring on ..... on account of M/s.....(Name of Contractor) in respect of Contract for.....(Insert Tender Name) (hereinafter called original Bank Guarantee/Insurance Surety Bond)

At the request of M/ s .....,We.....Insurer/Bank, Branch Office at .....and having its Head Office at .....do hereby extend our liability under the above mentioned Guarantee No ..... Dated ..... for a further period of .....Years/Months from .....to expire on .....Except as provided above, all other Terms and Conditions of the original Bank Guarantee/ Insurance Surety Bond No .....dated .....shall remain unaltered and binding.
Please treat this as an integral part of the Original Bank Guarantee to which it would be attached.

Signature .....

Name .....
Designation .....

Authorised Vide Power of Attorney No. .....

Dated .....

SEAL OF BANK/INSURANCE COMPANY

**Note:**
**The extension of BG/Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG/Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in the State where the BG is executed, whichever is higher. The Stamp Paper/e-Stamp paper shall be purchased in the name of Insurance Surety Bond /Bank issuing the guarantee.**

## PROFORMA OF LETTER OF UNDERTAKING

(To be submitted by the Bidder along with his Bid)

**(To be furnished on the Bidder's Letter Head)**

Ref …….. Date ……..

TO

**The Chief Engineer Ele,**
**BESCOM, Bangalore Rural Area Zone, No.1- 4, IT Park, 5th Floor, KSIIDC Building, Rajajinagar Industrial Estate, Rajajinagar, Bengaluru- 10**

Dear Sir,

1. I*/We* have read and examined the following Bid Documents relating to the……. (full scope of Work).
    a) Instructions To Tenderers (ITT)
    b) Instructions To Tenderers (ITT)
    c) Qualification Information
    d) Format of Annexures
    e) Conditions of Contract (CC)
    f) Erection Conditions of Contract (ECC)
    g) Contract Data
    h) Specifications & Drawings
    i) Techno Commercial Sheets
    j) Price bid in KPPP portal**.**

2. I*/We* hereby submit our bid and undertake to keep our Bid valid for a period of 180 days from the date of techno-commercial bid opening. I*/We* hereby further undertake that during said period I/We shall not vary/alter or revoke my/our bid.

   This undertaking is in consideration of BESCOM agreeing to open my/our Bid and consider and evaluate the same for the purpose of award of work in terms of provisions of clause entitled "Award of Contract" Section ITB, conditions of contract in the bid documents.

   If this bid be accepted, I*/We* also agree to abide by and fulfill all the terms, conditions of provision of the above-mentioned bid documents.

Witness:

Signature
Date:
Name & Address

Signature along with Seal of Co.

.....

(Duly authorized to sign the Tender On behalf of the Contractor)

Name .....

Designation .....
Name of Company .....

*Strike out whichever is not applicable.

## PROFORMA OF "CONTRACT AGREEMENT"

**(To be stamped on appropriate value of Non Judicial stamp paper in accordance with BESCOM Circular BESCOM/GM (A&HR)/ BC-50/2505/2025-26/CYS-03 dated 28-4-2025)**

This Agreement made on this .....day of .....Two thousand .....between Bangalore Electricity Company Limited having its Office at .....India (hereinafter referred to as a "Owner" or BESCOM which expression shall include its administrators,) on the one part and M/s .....having its registered Office at .....(hereinafter referred to as the "Contractor" or "X" name of the Contracting Company, which expression shall include its administrators, successors, executors and permitted assigns) the other part.

WHEREAS BESCOM desirous for the work of invited bids for the **work of .....**(briefly describe scope of Work) as per its Bid Enquiry No.....

AND WHEREAS....."X" .....had participated in the above referred Bidding vide their proposal No. .....dated.....and BESCOM awarded the Contract to....."X" .....on Terms and Conditions of Bid Documents referred to therein, which has been accepted by ....."X" .....resulting into a "Contract".

NOW THEREFORE THE DEED WITNESSETH AS UNDER:

**1.0 Article**

**1.1 Award of Contract:**

BESCOM has Awarded the Contract to ..... "X" .....for the Work of.....on the Terms and Conditions contained in its Letter of Intent No..... dated..... and the Documents referred to therein. The Award has taken effect from the date of aforesaid Letter of Award. The terms and expressions used in this Agreement shall have the same meaning as are assigned to them in the "Contract Document" referred to in the succeeding Article.

2.0 **Contract Documents:**

2.1 The Contract shall be performed strictly as per the Terms and Conditions stipulated herein and in the following Documents attached herewith (hereinafter referred to as "Contract Document").

i) BESCOM's Bidding Documents in respect of Bid Enquiry No.....issued consisting of Tender documents at cl.no.7, section 2 of ITT and all other Sections including all Amendments issued vide its letter (s) No.(s) .....dated ..... (Part-I)

ii) BESCOM's Technical Specification including Amendments issued vide its

Letter No.....dated .....(Part-II)

iii) "X"s Proposal No.....dated.....along with Proposal Sheets, Data Requirement Sheets, Payment Terms, work Schedule entitled as " Proposal"(Part-III)

iv) Agreed Minutes of the meeting held on.....between BESCOM & "X" (Part-IV)

v) BESCOM's Letter of Intent No.....dated.....duly accepted by "X" (Part-V)

vi) Contract Activity Chart (Part-VI)

All the aforesaid Contract Documents shall form an integral part of this Agreement, in so far as the same or any part conforms to the Bidding Document (Part-I & II) and what has been specifically agreed to by the Owner in his Letter of Award. Any matter inconsistent therewith, contrary or repugnant thereto or any deviations taken by the Contractor in its 'Proposal (Part-III) but not agreed to specifically by the Owner stands withdrawn by the Contractor. For the sake of brevity, this Agreement along with its aforesaid Contract Documents shall be refereed to as the 'Agreement"

**3.0 Conditions & Covenants:**

**3.1** The Scope of Contract, Consideration, Terms of Payment, Price Adjustment, Taxes wherever applicable, Insurance, Liquidated Damages, Performance Guarantee and all other Terms and Conditions are contained in BESCOM 's Letter of Intent No .....dated..... read in conjunction with other aforesaid Contract Document. The Contract shall be duly performed by the Contractor strictly and faithfully in accordance with terms of the Agreement.

**3.2** The scope of Work shall also include **supply and erection of the contract** of all such items, which are not specifically mentioned in the Contract Documents, but which are needed for successful, efficient, safe & reliable Operation of the Equipment unless otherwise specifically excluded in the Specifications under 'exclusions' or Letter of Intent.

**3.3 Time Schedule:**

**3.3.1** Time is the essence of the Contract. The Time Schedules shall be strictly adhered to and "X" shall perform the Work in accordance with the agreed Schedule as given LOI/DWA/approved PERT.

**3.4 Quality Plans:**

**3.4.1** The Contractor is responsible for the proper execution of the approved Quality Plans. The Work beyond the Customer's hold points will progress only with the Owner's consent. The Owner will also undertake Quality surveillance and Quality audit of the Contractor's Works, systems and procedures and Quality Control activities. The Contractor further agrees that any change in the Quality Plan will be made only with the Owner's approval. The Contractor shall also perform all Quality activities, inspection and Tests agreed with the Owner to demonstrate full compliance with the Contract requirements.

**3.4.2** The Contractor also agrees to provide the Owner with the necessary facilities for

carrying out inspection, Quality audit and Quality surveillance of Contractor's and its Vendor's Quality systems and manufacturing activities.

These shall include but not limited to the following:

i. Relevant Plant Standards, Drawing and Procedures.
ii. Detailed Quality Assurance System/ Manuals for manufacturing activities.
iii. Storage Procedures and instructions regarding Welding, NDT, Heat Treatment prior to commencement of Manufacture.
iv. Complete set of Log Sheets mentioned in the Quality Plan.

3.4.3 It is expressly agreed to by the Contractor that the Quality Tests and inspection by the Owner shall not in any way relieve the Contractor of its responsibilities for Quality Standards, and Performance Guarantee and their other obligations under the agreement.

3.4.4 “X” agrees to submit Quality Assurance Documents package to BESCOM for review and record after Completion and within three weeks of dispatch of Material.

The Package will include the following:

i) Factory Test result/ inspection report for Testing required by this Contract or applicable Codes and Standards.
ii) Two copies of inspection reports duly, signed by Quality Assurance Personnel of both BESCOM and "X" for the agreed Customer hold points.
iii) Report of the rectification Works where and if applicable.

3.5 It is expressly agreed to by the Contractor that notwithstanding the fact that the Contract is termed as **supply and erection of the contract** on single source responsibility basis and the Contractor is bound to perform the total Contract in its entirety and non-Performance of any part or portion of the Contract shall be deemed to be a breach of the entire Contract.

3.6 The Contractor Guarantees that the Equipment under the Contract shall meet the ratings and Performance Parameters as stipulated in the Technical Specifications (Part-II) and in the event of any deficiencies found in the requisite Performance figures, the Owner may at its option reject the Equipment or alternatively accept it on the Terms and Conditions and subject to levy of the Penalties in terms of Contract Documents. The amount of penalties so leviable shall be in accordance with the contract document and the total penalty levied shall not exceed the total contract value.

3.7 It is further agreed to by the Contractor that the Contract Performance Guarantee shall in no way be construed to limit or restrict the Owner's right to recover the Damages/ Compensation due to short fall in the Equipment Performance figures as stated in Para 3.6 above or under any other Clause of the agreement. The amount of Damages/ Compensation shall be recoverable either by way of deduction from the Contract Price, Contract Performance Guarantee and/or otherwise.

3.8 The Contract Performance Guarantee furnished by the Contractor is irrevocable and un-conditional and the Owner shall have the powers to invoke it not

withstanding any dispute or difference between the Owner and the Contractor pending before any Court, Tribunal, Arbitrator or any other Authority.

3.9 This agreement constitutes full and complete understanding between the Parties. It shall supersede all prior correspondence. Any modification of the Agreement shall be effected only by a written instrument signed by the authorized Representatives of both the Parties.

.

4.0 **Settlement of disputes:**

4.1 It is specifically agreed by and between the Parties that all the differences or disputes arising out of the Agreement or touching the subject matter of the Agreement, shall be referred and settled under the arbitration center- Karnataka (Domestic and International) Rules 2012.

4.2 **Notice of Default:**

Notice of default given by either Party to the other Party under the Agreement shall be in writing and shall be deemed to have been duly and properly served upon the Parties hereto if delivered against acknowledgement or by Fax or by registered mail with acknowledgement duly addressed to the signatories at the addresses mentioned herein above.

5.0 The Contractor is bound to BESCOM for the faithful performance of the contract.

IN WITNESS WHEREOF, the Parties through their duly authorized Representatives have executed these presents (execution whereof has been approved by the competent Authorities of both the Parties) on the day, Month and year first above mentioned at Bengaluru.

**WITNESSES:**

1. ..... ...
2..... .....

(Owner’s signature)
(Printed Name)
(Designation)
(Company's Stamp)

1. ..... ...
2..... .....

(Contractor’s signature)
(Printed Name)
(Designation)
(Company's Stamp)

# POWER OF ATTORNEY

(On Non-Judicial Stamp Paper of appropriate Value of Rs.500/-)

(To be furnished in case of registered company/ Partnership firm)

KNOW ALL MEN BY THESE PRESENTS that we .....a Company/ a Partnership Firm incorporated under the laws of .....and having its Registered Office/Head Office at .....(hereinafter called " Bidder" which expression shall unless repugnant to the Context or meaning thereof, include its successors, administrators and assigns) acting through Mr.....its constitute, nominate and appoint Mr.....working as .....in a .....a Company/ a Partnership Firm incorporated under the laws of ..... and having its Registered/ Head Office at .....as its duly constituted lawful Attorney (hereinafter called "Attorney" or "Authorized Representative") to exercise all or any of the powers for and on behalf of the Bidder in regard to Specification No ..... Package .....the Bids for which have been invited by .....(Address "BESCOM") to undertake the following acts:

i) To submit proposal and participate in the aforesaid Bid Specification of the "BESCOM" on behalf of the "Bidder".
ii) To negotiate with the "BESCOM" the Terms and Conditions including Price for Award of the Contract pursuant to the aforesaid Bid and to sign the Contract with the "BESCOM' for and on behalf of the Bidder.
iii) To receive accept and execute the Contract for and on behalf of the "Bidder".
iv) To do any other act or submit any Document related to the above.

It is expressly understood that the Power of Attorney shall remain valid, binding and irrevocable till submission of the Contract Performance Guarantee in terms of the Contract. The "Bidder" hereby agrees and undertakes to satisfy and confirm all whatsoever the said "Attorney"/"Authorized Representative" quotes in the Bid, negotiates and signs the Contract with the "BESCOM" and/or purports to act on behalf of the "Bidder" by virtue of this Power of Attorney and the same shall bind the "Bidder" as if done by itself.

IN WITNESS WHEREOF THE "Bidder" has executed these Presents at ..... .....on this day of..... ..... under the Common Seal of the Bidder company.

Specimen Signature of Attorney Holder
.....
(Name)

For and on behalf of
Common Seal of the above Bidder
Has been affixed thereunto, in the presence of.

WITNESSES:
1. Signature .....
   Name.. .....
   Designation..... .....

PROFORMA OF INDEMNITY BOND TO BE EXECUTED BY THE CONTRACTOR FOR THE EQUIPMENT HANDED OVER BY OWNER "FOR PERFORMANCE OF THE CONTRACT

**(For Owner supplied Equipment's / Materials)**

**(**To be stamped on Rs.500/- Non Judicial stamp paper**)**

**INDEMNITY BOND**

THIS INDEMNITY BOND is made this……day of ……20……..by ……..a Company registered under the Companies Act, 1956/Partnership Firm/Proprietary concern having its Registered Office at ……(hereinafter called as 'Contractor' or 'Obligator' which expression shall include its successors and permitted assigns) in favour of Bangalore Electricity Supply Company, ……..having its Project at …….. (Herein after called as "BESCOM" which expression shall include its successors and assigns):

WHEREAS Owner has Awarded to the Contractor a Contract for ……vide his Letter of Intent to Award the Contract/Contract No ……..dated ……..and its Amendment No . …… (applicable when Amendments have been issued ) in terms of which, it is required to hand over various Equipment's to the Contractor for execution of the Contract.

And Whereas by virtue of Clause No ……..of the said Contract, the Contractor is required to execute an Indemnity Bond in favour of BESCOM for the Equipment handed over to it by BESCOM for the purpose of Erection in due Performance of the Contract (hereinafter called the "Equipment").

NOW THEREFORE, this Indemnity Bond witnessed as follows:

1 That in consideration of various Equipment as mentioned in the Contract, Valued at Rs ……..(Rupees ……..) to be handed over to the Contractor in installments from time to time for the purpose of Performance of the Contract, the Contractor hereby undertakes to indemnify and shall keep BESCOM indemnified, for the full value of the Equipment. The Contractor hereby acknowledges receipt of the initial installments of the Equipment as per details in the Schedule appended hereto. Further, the Contractor agrees to acknowledge receipt of the subsequent installments of Equipment as required by BESCOM in the form of Schedules consecutively numbered, which shall be attached to this Indemnity Bond so as to form integral parts of this Bond. It is expressly understood by the Contractor that handing over the Equipment's drawn from BESCOM Stores by the Engineer or handing over the dispatch Title

Documents in respect of the said Equipment's duly endorsed by BESCOM in favour of the Contractor shall be construed as handing over the Equipment purported to be covered by such title Documents and the Contractor shall hold such Equipment's in trust as a trustee for and on behalf of BESCOM.

2 That the Contractor is obliged and shall remain absolutely responsible for the safe transit / protection and custody of the Equipment at BESCOM Project Site against all risks whatsoever till the Equipment are duly used / erected in accordance with the terms of the Contract and the Plant / Package duly erected and commissioned in accordance with the terms of the Contract, is taken over by BESCOM. The Contractor undertakes to keep BESCOM harmless against any loss or Damage that may be caused to the Equipment

3 The Contractor undertakes that the Equipment shall be used exclusively for the Performance / execution of the Contract strictly in accordance with its Terms and Conditions and no parts of the Equipment shall be utilized for any other Work or purpose whatsoever. It is clearly understood by the Contractor that non-observance of the obligations under this Indemnity Bond by the Contractor shall interalia constitute a criminal breach of trust on the part of the Contractor for all intents and purpose including legal / penal consequences.

4 That BESCOM is and shall remain the exclusive Owner of the Equipment free from all encumbrances, charges or lien of any kind, whatsoever. The Equipment shall at all times be open to inspection and checking by Engineer-in-Charge- / Engineer or other Employees / Agents authorized by him in this regard. Further, BESCOM shall always be free at all times to take possession of the Equipment in whatever form the Equipment may be, if in its opinion, the Equipment are likely to be endangered, mis- utilized or converted to uses other than those specified in the Contract, by any acts of omission or Commission on the part of the Contractor or any other Persons or on account of any mason whatsoever and the Contractor binds himself and undertakes to comply with the directions of demand of BESCOM to return the Equipment without any demur or reservation.

5 That this Indemnity Bond is irrevocable. If at any time, any loss or Damage occurs to the Equipment or the same or any part thereof is mis-utlised in any manner whatsoever, then the Contractor hereby agrees that the decision of the Engineer-in-Charge/ Engineer of BESCOM as to assessment of loss or Damage to the Equipment shall be final and binding on the Contractor. The Contractor binds himself and undertakes to replace the lost / or Damaged Equipment at his own Cost and / or shall pay the amount of loss to BESCOM" without any demur,

reservation or protest. This is without prejudice or any other right to remedy that may be available to BESCOM against the Contractor under the Contract and under this Indemnity Bond.

6 NOW THE CONDITION of this Bond is that if the Contractor shall duly and punctually comply with the Terms and Conditions of this Bond to the satisfaction of BESCOM, then the above bond shall be void, but otherwise, it shall remain in full force and virtue.

IN WITNESS WHEREOF, the Contractor has hereunto set his hand through his authorized Representative under the common seal of the Company, the day, Month and year first above mentioned.

SCHEDULE NO. 1

| Particulars of the Equipment | Quantity | Value of the Equipment | Signature of Power of Attorney Holder of Contractor in token of receipt |
|---|---|---|---|
| Handed over | | | |

(Please number subsequent Schedules)

For and on behalf of
M/s .....

| | | | |
|---|---|---|---|
| I | i. | Signature..... | Signature ..... |
| | ii. | Name ..... | Name..... |
| | iii. | Address ..... | Address ..... |

Authorised Representative

| | | | |
|---|---|---|---|
| 2. | i. | Signature..... | |
| | ii. | Name ..... | (Common Seal) (In Case of Company) |
| | iii. | Address | |

* Indemnity Bonds are to be executed by the authorized Persons and (i) in case of Contracting Company under common seal of the Company or (ii) having the Power of Attorney issued under common seal of the Company with authority to execute Indemnity Bonds, (iii) In case of (ii), the original Power of Attorney if it is specifically for this Contract or Photostat copy of the Power of Attorney if it is General Power of Attorney and such Documents should be attached to Indemnity Bond.

## PROFORMA OF SELF DECLARATION ON BIDDER's PERFORMANCE

**(**To be stamped on Rs.500/- Non Judicial stamp paper**)**

Ref …… Date ……

To,

**The Chief Engineer Ele,**
**BESCOM, Bangalore Rural Area Zone, No.1- 4, IT Park, 5th Floor, KSIIDC Building, Rajajinagar Industrial Estate, Rajajinagar, Bengaluru- 10**

Dear Sir,

I*/We* have read and examined the requirement of the tender condition stipulated against clause No. 3.2 Table Sl. No 8 of Section ITT of Bid Documents relating to the Tender Enquiry No. …… for the work of …… (full scope of Work).

I*/We* hereby undertake to declare that

i. I*/We* have not made any misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements;

and/or

ii. I*/We* have not any record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.;

and/or

iii. I */We* have not been Participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

and/or

iv. I */We* have not been Blacklisted due to non-performance in execution of works by any DISCOMs/ Public sector undertakings (PSU's)/Govt. departments as on date of bid submission.

and/or

v. I */We* have not been Defaulted/short closed due to non-performance in execution of works against the order placed by any DISCOMs/ Public sector undertakings (PSU's)/Govt. departments as on date of bid submission.

vi. The information with regard to the assessment of the available tender capacity (Works on Hand) furnished are correct.

This undertaking is in consideration of BESCOM agreeing to open my/our Bid and consider and evaluate the same for the purpose of award of work in terms of provisions of clause entitled "Award of Contract" Section ITB, conditions of contract in the bid documents.

Date:

Signature along with Seal of Company.

.....
(Duly authorized to sign the Tender On behalf of the Bidder)
Name .....
Designation .....
Name of Compnay/firm .....
(in Block Letters)

*Strike out whichever is not applicable.

## PROFORMA OF SELF DECLARATION FOR BORDER SHARING OR NOT SHARING BY BIDDERS

**(**To be stamped on Rs.500/- Non Judicial stamp paper**)**

Ref ..... Date .....

To,

**The Chief Engineer Ele,**
**BESCOM, Bangalore Rural Area Zone, No.1- 4, IT Park, 5th Floor, KSIIDC Building, Rajajinagar Industrial Estate, Rajajinagar, Bengaluru- 10**

Dear Sirs,

I*/We* have read and examined the requirement of the tender condition stipulated against clause No. 3.2 Table Sl. No 9 of Section ITT of Bid Documents relating to the Tender Enquiry No. ..... for ..... (Full scope of Work)

I*/We* hereby undertake to declare that **(Applicable in case of Bidders from Countries not sharing Border with India)**

I*/We* have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India;

I*/We* certify that .....(Bidder) is not from such a country which shares a land border with India. I hereby certify that our bid fulfills all requirements in this regard and is eligible to be considered.

**OR**

I*/We* hereby undertake to declare that **(Applicable in case of Bidders from Countries sharing Border with India)**

I*/We* have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India;

I*/We* certify that ..... (Bidder) is from such a country which shares a land border with India and has been registered with the Competent Authority. I hereby certify that our bid fulfills all requirements in this regard and is eligible to be considered

and also evidence of valid registration issued by the Competent Authority is uploaded.

This undertaking is in consideration of BESCOM agreeing to open my/our Bid and consider and evaluate the same for the purpose of award of work in terms of provisions of clause entitled "Award of Contract" Section ITB, conditions of contract in the bid documents.

Date:

Signature along with Seal of Co.

.....
(Duly authorized to sign the Tender On behalf of the Bidder)
Name .....
Designation .....
Name of Co .....
(in Block Letters)

***Strike out whichever is not applicable.**

**Please Note:** Among the above two declarations, only one, which is applicable, is to be declared.

## BANKER'S CERTIFICATE

**ON BANKS LETTER HEAD**

**Format of BANKER'S CERTIFICAT**
(To be issued in letterhead of Bank Branch)

Reference Number (Sl. No.) Date :

To
[Name and Address of the beneficiary]

This is to certify that Mr./Ms. ..... [name of the customer] having his/ their registered/ administrative office at ..... is a customer of our Bank and is/ are engaged in .....[nature of activity]. Their Financial transaction with our Bank has been satisfactory. Therefore, we have extended credit facilities as mentioned below to meet their financial requirements towards execution of the ..... (Brief details of works) as per the Loan policy of the Bank.

| **SL No** | **Type of facility** | **Amount in Rs (as on date of issue Certificate)** | | |
|---|---|---|---|---|
| 1 | Cash at Bank | Rs..... | | |
| 2 | Term Deposits | Rs..... | | |
| | Fund Based Credit facility (includes Overdraft) | Sanctioned Limit | amount | Available Balance amount |
| | | Rs..... | | Rs..... |

Yours faithfully

Branch Manager
Bank Address .....

****Note: 1.** In case of Fund based credit facility, the certificate issued by the Nationalized/ Scheduled Bank duly mentioning sanctioned limits, funds utilized so far and balance available as on the date of NIT issued or later, before submission of the bid. The balance available as on the date of NIT issued or later, before submission of the bid shall be considered as availability

of fund based credit facility.

2. If the bidder has banking with more than one Bank, then the available liquid assets as mentioned above on a particular date i.e., as on the date of NIT issued or later before submission of the bid shall be the same date for all the banks.

**** The note needs to be deleted while taking the certificate from banker.

## Value of work executed and payment received Certificate

### (Certificate should be in the letterhead of Chartered Accountant)

| SLNo. | Particulars | Fianncial Year | Total Value of work executed in Rs. Lakhs | | | Total payment received in Rs. Lakhs | | |
|---|---|---|---|---|---|---|---|---|
| | | | **Value of work executed without GST in Rs. Lakhs** | **GST in Rs. Lakhs** | **TOTAL** | **Payment received without GST in Rs. Lakhs** | **GST in Rs. Lakhs** | **TOTAL** |
| 1 | **Total value of works executed and payments received in the last 5 years in Rs. Lakhs** | 2020-21 | | | | | | |
| | | 2021-22 | | | | | | |
| | | 2022-23 | | | | | | |
| | | 2023-24 | | | | | | |
| | | 2024-25 | | | | | | |

NOTE: Documentary Proof in support of the Total value of works executed and payments received in the last 5 years shall be uploaded in the form of certificates issued by Chartered Accountant in the above format only duly affixing the UDIN.

**MANUFACTURERS AUTHORIZATION FORM**
(In the letterhead of ACSR Conductor Manufacturer)

Ref: Date:

**To,**

**The Chief Engineer Ele,**
**BESCOM, Bangalore Rural Area Zone, No.1- 4, IT Park, 5th Floor, KSIIDC Building, Rajajinagar Industrial Estate, Rajajinagar, Bengaluru- 10**

Dear Sir,

**Sub:** Providing Electrical infrastructure to the regularized IP sets by extending 11 KV lines, Erection of 25 KVA star 1 (4 star) rated Distribution Transformers and extension of LT line on Partial turnkey basis (25 KVA Transformers will be supplied by BESCOM) under item wise fixed price contact on percentage quoting basis in ……Sub-division, ……Division.

**Ref.: Tender Enquiry No**:

With reference to the above, we, M/s _____, are an approved vendor of BESCOM for the manufacture and supply of ACSR Rabbit Conductor. We are also registered as a Micro & Small Enterprise (MSE) with the Department of Industries & Commerce, Government of Karnataka, for the manufacture of ACSR Conductors.

We hereby submit our consent for the supply of **ACSR Rabbit Conductor** to M/s _____, duly complying with the technical specifications of ACSR Rabbit Conductor as mentioned in the tender documents.

The bidder, M/s _____, will submit this Authorization Form to you as part of the requirements for tender qualification, with reference to Clause No. 3.2, Sl. No. 7 of the Qualifying Requirements of the ITT of the reference tender Enquiry.

The following documents are enclosed here with for your reference.

1. Copy of the BESCOM approved vendor.
2. Copy of the valid Registration Certificate issued by the Director of Industries & Commerce, Government of Karnataka, registering us as a Micro & Small Enterprise (MSE) for the manufacture of ACSR Conductor.

Name of the Manufacturer
Authorized signatory